

United States District Court
Western District of Washington At Seattle

Gilda Cork

Plaintiff,

No.

vs.

Complaint For Damages
For Personal Injuries

Holland America Line N.V., a Curacao
corporation; HAL Antillen N.V., a Curacao
corporation; HAL Nederland N.V., a
Curacao corporation; Holland America Line
USA Inc., a Delaware corporation

Jury Demand

Defendants.

Plaintiff, Gilda Cork, for cause of action against Defendants, alleges and states as follows:

PARTIES

1. Plaintiff Gilda Cork is now, and was at all times mentioned in this complaint, residing in the state of Arkansas.

2. The Defendant Holland America Line N.V., is now, and was at all times material a foreign corporation, and an owner and or operator of the MS Nieuw Amsterdam.

3. The Defendant HAL Antillen N.V., is now, and was at all times material a Curacao corporation and the owner and or operator of the MS Nieuw Amsterdam.

Complaint For Damages
For Personal Injuries - 1

Case No 20 -

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1 4. The Defendant HAL Nederland N.V., is now, and was at all times material a
2 Curacao corporation and the owner and or operator of the MS Nieuw Amsterdam.
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4 5. The Defendant Holland America Line-USA Inc., is now, and was at all times
5 material, a Delaware corporation and the owner and or operator of the cruise ship MS Nieuw
6 Amsterdam on which the subject incident occurred. At all times material Holland America
7 Line-USA Inc. was the agent of the other named defendants.
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9 6. At all times relevant and material to this complaint, Defendants acted through
10 their agents, employees, and/or representatives, who in turn acted within the scope of their
11 employment and/or agency.
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13 7. At all times relevant and material to this complaint, one or more of the
14 Defendants were bound by a contract(s) or agreement(s) with other parties, requiring
15 Defendants, either on their own behalf and/or on behalf of other parties, to maintain, operate,
16 and otherwise control the cruise ship in a way that would be safe for use by passengers and
17 invitees.
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19 **JURISDICTION AND VENUE**

20 9. This court has jurisdiction under 28 U.S.C. §§ 1332 and 1333, 46 U.S.C. §
21 30302, and or under the general maritime law, and under the contract(s) of carriage under
22 which the claims are brought. Jurisdiction is thus based on the court's admiralty jurisdiction
23 and pursuant 28 U.S.C. § 1332 as there is complete diversity of citizenship between the
24 Plaintiff and Defendants and the amount in controversy exceeds \$75,000, exclusive of interest
25 and costs.
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1 10. This Court has personal jurisdiction over Defendants.

2 11. Venue is proper in this Judicial District under 28 U.S.C. § 1391 (b) and (c)
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4 because the Defendants are subject to personal jurisdiction in this Judicial District and
5 therefore are deemed to reside in this District.

6 12. All conditions precedent for filing and maintaining this action have been
7 satisfied, have been waived, or do not apply.

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9 **FACTS**

10 13. The Plaintiff entered into a contract of carriage with Defendants for the purpose
11 of a cruise aboard the cruise ship MS Nieuw Amsterdam. The cruise commenced on October
12 26, 2019, in Ft. Lauderdale, Florida, and Ms. Cork disembarked from the Vessel in Ft.
13 Lauderdale, Florida on November 2, 2019.

14 14. On or about October 28, 2019, Plaintiff was a fare-paying passenger when she
15 suffered serious injuries while walking through the Ocean Bar on Deck 3 on the Vessel, where
16 she tripped on a vacant bandstand. The bandstand was unlit and did not have any railing or
17 guard; it was difficult to see because of the many different floor treatments and because the bar
18 was not well lit at the time. Ms. Cork fell hard on to the floor onto her head, face, neck, right
19 arm, and right shoulder causing her injuries.
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22 15. This injury event was plainly the result of Defendants' breaching the duty of
23 exercising reasonable care as the bandstand did not have a rail and was not properly lit and was
24 and is defective.
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1 16. Upon returning home, Plaintiff underwent significant medical treatment for the
2 injuries caused by Defendants' negligence.
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4 **CAUSE OF ACTION**

5 17. Plaintiff re-alleges the allegations in Paragraphs 1-16 as though set forth fully
6 herein.
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8 18. The Defendants, as owners and operators of the Vessel, owed Plaintiff an
9 affirmative duty of reasonable care under the circumstances, or alternatively, a higher duty of
10 care commensurate with their common maritime carrier/passenger relationship to Plaintiff.

11 19. Defendants owed Plaintiff a duty to maintain the vessel and its amenities in safe
12 condition and to warn passengers of dangerous conditions.

13 20. Defendants knew or should have known of the defective and unreasonably
14 dangerous conditions presented by the unmarked and unlit bandstand on which Plaintiff tripped
15 and fell.
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17 21. On or about October 28, 2019 Defendants, their agents and or employees
18 breached their duty of care to Plaintiff in one or more of the following ways, but in no way
19 limited to:
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21 a. Defendants failed to use reasonable care to safeguard the Plaintiff during
22 her cruise;

23 b. Defendants failed to use reasonable care to inspect for hazards and to
24 maintain the vessel in a safe condition;
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- 1 c. Defendants failed to take reasonable steps to correct and or eliminate
2 known existing hazards and dangers presented to the Plaintiff by failing to have
3 a rail around the bandstand and have the bandstand well lit;
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5 d. Defendants failed to take reasonable steps to warn the Plaintiff of known
6 dangers and hazards presented to passengers like the Plaintiff;
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8 e. Defendants failed to properly maintain its bandstand located in the
9 Ocean Bar on Deck 3;
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11 f. Defendants failed to provide Plaintiff with a safe passageway through
12 the Ocean Bar;
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14 g. Defendants failed to warn Plaintiff of known safety hazards and to
15 provide notice of reasonably foreseeable dangerous conditions and to protect
16 Plaintiff from the unsafe hazards presented by maritime travel, dangerous
17 conditions, and seas.

18 22. The negligent acts and omissions of Defendants both directly and proximately
19 caused Plaintiff's serious injuries. The full extent of these injuries is not fully known at this time.
20 Plaintiff prays leave to amend this complaint when the full extent of injuries and disabilities is
21 ascertained.

22 23. At all times material, Plaintiff was acting with due care for her own safety.

23 **DAMAGES**

24 24. As a direct and proximate result of Defendants' negligence, Plaintiff suffered
25 serious permanent bodily injuries, including but not limited to injury to her head, face, neck,
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1 arm, and shoulder. The Plaintiff's injuries resulted in pecuniary and other compensable losses,
2 including significant past and future reasonable and necessary medical and health care
3 expenses. These include, but are in no way limited to, medical and physical therapy charges
4 and co-pays, prescription and health care aid fees and costs, and other past and future health
5 care fees, charges and co-pays to be determined at the time of trial.
6

7 25. As a direct and proximate result of Defendants' negligence, Plaintiff incurred
8 past and future out-of-pocket expenses in connection with her reasonable and necessary
9 medical treatment including, but in no way limited to, transportation to obtain healthcare, and
10 for household services, assistance, and other out of pocket costs in amounts to be proven at the
11 time of trial.
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13 26. As a direct and proximate result of Defendants' negligence, Plaintiff
14 experienced physical and emotional injuries, including but in no way limited to, permanent
15 physical impairment, disfigurement, pain, suffering, disability, limitations and loss of
16 enjoyment of life in the past, and Plaintiff will with reasonable certainty continue to experience
17 such injuries and general damages in the future.
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19 **JURY DEMAND**

20 27. Plaintiff demands a trial by jury.
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22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff requests that the Court enter judgment against Defendants,
24 jointly and severally, as follows:
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1 a. For money judgment in such an amount that will fully and fairly compensate
2 Plaintiff for her injuries, including general damages, special damages, and all other damages to
3 be proven at trial;
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5 b. For all expenses of health care providers, past, present and future;

6 c. For attorney fees, taxable costs and disbursements;

7 d. For prejudgment interest; and

8 e. For post-judgment interest and other relief allowed by the Court.
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10 DATED this October 11, 2020,

11 MOURE LAW, pllc
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13 By /sCharles Moure
14 Charles P. Moure, WSBA #23701
15 Attorney for Plaintiff
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